

**DEPARTMENT OF THE AIR FORCE GRANT OF RIGHT-OF-WAY TO *(Name Of Grantee)* FOR PROPERTY
LOCATED ON MACDILL AFB, FL**

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DEPARTMENT OF THE AIR FORCE
GRANT OF RIGHT-OF-WAY
To *(Name Of Grantee)*
FOR PROPERTY LOCATED ON
MACDILL AFB, FL

PREAMBLE

THE SECRETARY OF THE AIR FORCE, hereinafter referred to as “Grantor”, acting under the authority of 10 U.S.C. § 2688, hereby grants to *(name of Grantee)*, hereinafter referred to as “Grantee”, a corporation organized and doing business under the laws of the State of Florida, a Right-of-Way for operation of a utility system for the treatment and supply of water at MacDill AFB, FL (hereinafter referred to as “Installation”), the areal extent of which Right-of-Way is identified in **EXHIBITS A and B**, both attached hereto and made a part hereof, hereinafter referred to as the “Premises”. While the Premises contain the utility system, the utility system is not part of the Premises; the utility system is the property of Grantee. Grantor and Grantee, when referred to together, are hereinafter referred to as the “Parties”, and may be referred to in the singular as a “Party”. For purposes of this Right-of-Way, Grantor includes the United States Government and the Department of the Air Force. This Right-of-Way grants to

Grantee the right and privilege to operate its utility system located on the Installation, including construction, installation, repair, and maintenance of its system.

THIS RIGHT-OF-WAY is granted subject to the following conditions.

BASIC TERMS

1. TERM

1.0. This Right-of-Way shall be effective beginning on _____, 200_, and shall remain in effect for a period of 50 years, unless sooner terminated by Grantor or by abandonment. At the end of its full term, this Right-of-Way may, upon the written request of Grantee and at the discretion of Grantor, be renewed for an additional period, not to exceed its original term, subject to agreement between the Parties on the payment of consideration at least equal to the consideration required by law at the time of renewal. Grantor has complete discretion in granting a renewal and can consider, by way of example and not by way of limitation, the past practices of Grantee on the Installation, the timeliness of Grantee's request for renewal relative to requests by other entities for similar Rights-of-Way, and the changing utilities requirements of the Government. The obligations of Grantee, including those regarding remediation of environmental contamination and removal of structures, facilities, and equipment installed or owned by Grantee, shall remain in effect after the expiration, termination, or abandonment of this Right-of-Way unless otherwise agreed to by the Parties; Grantor shall allow Grantee reasonable access to the Premises to fulfill these obligations.

2. CONSIDERATION AND COSTS

2.1. Grantee shall pay to Grantor consideration at least equal to the fair market value of this Right-of-Way; that consideration is included in the Bill of Sale for the utility system of even date with this Right-of-Way.

2.2. The use, operation, and occupation of the Premises pursuant to this Right-of-Way shall be without cost or expense to the Department of the Air Force, except as may

be specifically provided otherwise herein. To the extent such recovery is independent of this Right-of-Way, nothing in this Condition 2.2 abrogates any right to recover costs or expenses that arise pursuant to other contractual relationships between Grantor and Grantee, in their capacities under such independent contractual relationships.

3. CORRESPONDENCE

3.0. All correspondence to be sent and notices to be given pursuant to this Right-of-Way shall be addressed, if to Grantor, to 6 ARW/CC, 8208 Hangar Loop Drive, Suite 1, MacDill AFB, FL 36112-6334, and, if to Grantee, to *(insert Grantee's address)*, or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited, postage prepaid, and postmarked in a post office regularly maintained by the United States Postal Service.

4. ACCESS

4.1. The use, operation, and occupation of the Premises are subject to the general supervision and control of the Installation's commander or his duly authorized representative, hereinafter referred to as "said officer".

4.2. In accepting the rights, privileges, and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Grantor will not permit the operation, construction, installation, repair, and maintenance of a utility system and the provision of utility services to interfere with the Installation's military mission. This Installation is an operating military installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797, and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of its commanding officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to Grantee, its officers, employees, contractors of any tier, agents, and invitees is subject to such regulations and orders. This Right-of-

Way is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this Right-of-Way. Violation of any such regulations, orders, or conditions may result in the termination of this Right-of-Way. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while on the Installation and acting under this Right-of-Way.

4.3. In the event all or any portion of the Premises shall be needed by the United States or in the event the presence of Grantee's property shall be considered detrimental to governmental activities, Grantee shall, from time-to-time and upon notice to do so, and as often as so notified, remove or relocate its property to such other location or locations on the Premises (or substitute land of Grantor which shall then become part of the Premises) as may be designated by said officer, and in the event Grantee's property shall not be removed or relocated within ninety (90) days after any aforesaid notice, the Grantor may cause the same to be done. Condition 2.2 notwithstanding, any removal or relocation of Grantee's property at the direction of the Grantor under this Condition 4.3 shall be at Grantor's expense.

4.4. Grantee further recognizes that the operation, construction, installation, repair, and maintenance of the utility system on the Installation may be subject to requirements and approvals not ordinarily imposed by civilian authorities, including, but not limited to, compliance with the National Environmental Policy Act of 1969, as implemented. Grantee agrees to abide by all applicable regulations and to obtain all required approvals as specified in this Right-of-Way or as directed by said officer.

4.5. Utility poles, buried conduits, pipes, tubes, wires, and other utility systems and pieces of equipment on the Installation may be the property of a non-federal entity. In that case, use of those poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment will be subject to separate agreement between Grantee and the owner of the poles, conduits, pipes, tubes, wires, or other utility systems and pieces of

equipment. Access will still be governed by this Right-of-Way but may also be subject to conditions, including payment of a fee, required by the owner of the poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment.

4.6. Grantor may, during the term of this Right-of-Way, sell existing poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment to a private or public entity. In such an event, Grantee's rights under this Right-of-Way will not extend to disturbing or damaging the property of other entities who also hold grants of rights-of-way on the Installation, and any operation, construction, installation, repair, or maintenance by Grantee that disturbs or damages the property of such other entities shall be the responsibility of Grantee and Grantee shall be liable to such other entities for any disturbance or damage to their property caused by Grantee's actions.

5. TERMINATION

5.1. This Right-of-Way may be terminated, in whole or in part, by the Grantor for (1) failure to comply with the terms of the Right-of-Way as determined under Condition 6, or (2) abandonment. This Right-of-Way shall terminate without further action or notice on the part of the Parties if Grantee abandons its rights and privileges under this Right-of-Way; abandonment shall occur if Grantee fails to utilize the Premises, or any part of them, to provide services to customers for a period of one year; given good cause, Grantor may, on a case by case basis, extend this one year period. Abandonment of a part of the Premises shall only apply to that part of the Premises abandoned. Subject to Condition 2.2, any termination in accordance with this Condition 5 shall not create any liability on the part of Grantor for Grantee's capital costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, and such costs and anticipated profits or fees will not be recoverable from Grantor under this Right-of-Way.

5.2. This Right-of-Way does not guarantee that the Installation will remain open or active at its current level. The number of potential customers may change from time to time depending on military requirements. Such change is part of the risk Grantee assumes. Subject to Condition 2.2, this Right-of-Way is not exclusive in that Grantor

may also grant like rights and privileges to others, including Grantee's competitors. Closure of the Installation, reduction in the level of activity at the Installation, change in the number of potential customers, Grantor's granting like rights and privileges to others including Grantee's competitors, and Grantor's allowing alternative forms of utility service will not constitute termination of this Right-of-Way for convenience of the Grantor and, subject to Condition 2.2, creates absolutely no obligation on the part of Grantor under this Right-of-Way to reimburse Grantee for any capital costs, anticipated profits or fees, or costs of operation, construction, installation, maintenance, upgrade, and removal of facilities. Grantee acknowledges that it is solely responsible for all such costs and anticipated profits or fees and that such costs and anticipated profits or fees will not be recoverable from Grantor under this Right-of-Way.

6. DEFAULT

6.1. The following shall constitute a default and breach of this Right-of-Way by the Grantee: The failure to comply with any provision of this Right-of-Way, where such failure to comply continues for ten (10) days after delivery of written notice thereof by the Grantor to the Grantee. If, however, the time required to return to compliance exceeds the ten (10) day period, the Grantee shall not be deemed to be in default or breach if the Grantee within such period shall begin the actions necessary to bring it into compliance with the Right-of-Way in accordance with a compliance schedule acceptable to the Grantor.

6.2. In the event of any default or breach of this Right-of-Way by the Grantee, the Secretary of the Air Force may terminate this Right-of-Way at any time after expiration of the time required to return to compliance provided for in Condition 6.1 upon written notice of the termination to the Grantee. The termination notice shall be effective as of a day to be specified therein, which shall be at least seven (7) but not more than thirty (30) days after its receipt by the Grantee.

6.3 Termination for default under this Condition 6 extends only to termination of this Right-of-Way and does not constitute cancellation of the Bill of Sale for the utility

system of even date with this Right-of-Way, except to the extent this Right-of-Way is a part of said Bill of Sale.

OPERATION OF THE PREMISES

7. CONDITION OF PREMISES

7.0. Grantee has inspected and knows the condition of the Premises. Subject to Condition 15, the Premises are granted in an “as is, where is” condition without any warranty, representation, or obligation on the part of Grantor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. At such times and for such part of the Premises as said officer may determine, the Parties will sign a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of Grantee. Such Report shall be used to indicate the condition of the Premises prior to their being disturbed in order to compare them with the Premises subsequent to the activities of Grantee to ensure Grantee has returned the Premises to the condition required by this Right-of-Way.

8. PROTECTION OF PREMISES

8.0. As regards the Grantee’s use of the Premises and its property on the Premises, Grantee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Grantor. Grantee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, or other causes related to Grantee’s activities. Any property on the Premises damaged or destroyed by Grantee incident to the exercise of the rights and privileges herein granted shall be promptly repaired or replaced by Grantee to the satisfaction of said officer.

9. AIR FORCE PROPERTY

9.1. Any interference with the use of or damage to property under control of the Department of the Air Force, including uses described in Condition 9.2, incident to the exercise of the rights and privileges herein granted shall be promptly corrected by Grantee to the satisfaction of said officer. If Grantee fails to promptly repair or replace any such property after being notified to do so by said officer, said officer may repair or replace such property and Grantee shall be liable for the costs of such repair or replacement.

9.2. Grantor has property installed on or attached to the property of Grantee, including Grantee's poles, conduits, pipes, ductbanks, tubes, towers, buildings, structures, or other utility systems and pieces of equipment. Grantor retains and reserves the right, at no cost to itself, to continue to use the property of Grantee, without damaging it, to support such installed or attached property, including the right of Grantor, at no cost to Grantee, to maintain, repair, operate, upgrade, and replace such installed or attached property. Grantor shall provide reasonable notice to Grantee before engaging in any such maintenance, repair, upgrade, or replacement. Any upgrade or replacement of such installed or attached property shall comply with any safety regulations imposed by public authority upon Grantee and applicable to Grantee's property upon which Grantor's property is installed or attached. In the case of multiple use ductbanks, those ducts identified by Grantor in **EXHIBIT B** as being reserved for current or future Grantor use shall remain for the use of Grantor in accordance with this Condition 9.

10. RESTORATION OF PREMISES

10.0. Condition 9.2 notwithstanding, on or before (or, in the case of abandonment, after) the date of expiration of this Right-of-Way or its cancellation by agreement of Grantor and Grantee or its termination by the Secretary of the Air Force, Grantee shall vacate the Premises, remove its property therefrom, and restore the Premises to their original condition without expense to the United States. Such restoration shall include, if applicable, removal of contamination caused by Grantee. Grantor may, in its sole and absolute discretion, consent to Grantee abandoning all or part of its utility system on the Installation, but such consent must be unequivocal and in

writing: Provided, however, that any buried conduits, pipes, ductbanks, tubes, or wires, the nature, location, and depth of which are known to Grantee and shown on Grantee's records in accordance with Condition 11.4, and which neither contain an environmental contaminant nor pose an environmental or safety hazard, may be abandoned with Grantor's consent, which consent shall not be unreasonably withheld.

11. ALTERATION OF PREMISES

11.1. No additions to or alterations of the Premises shall be made without the prior written approval of said officer. Approval by Grantor will not be unreasonably withheld. Said officer may in his discretion grant blanket approvals in advance for certain specified categories of work. Any and all operations, construction, installation, repair, and maintenance activity of any type whatsoever must comply with this Right-of-Way and with its **Attachment 1**, attached hereto and made a part hereof.

11.1.1. Grantee may, after obtaining prior written approval of said officer, change the capacity of the utility system on the Premises but such change must be solely to better serve the Installation.

11.1.2. Should Grantee desire to change the capacity of the utility system on the Premises other than for the sole purpose of better serving the Installation, or to extend the utility system on the Installation but off the Premises, Grantor must first consent through an amendment of this Right-of-Way in accordance with Condition 27. Grantor has no obligation to consent to such an amendment and may require, in addition to other requirements, additional consideration.

11.2. Grantee shall neither place nor display advertising of any kind whatsoever on the Premises nor on its property located on the Premises, nor suffer any advertising of any kind whatsoever to be placed on its property located on the Premises. Reasonable markings on Grantee's property, including vehicles, for the purpose of identifying it as Grantee's property are not prohibited.

11.3. If Grantee's property located on the Premises intrudes into airspace subject to regulation under the Federal Aviation Regulations or their Air Force counterparts, such

property shall be operated, constructed, installed, repaired, and maintained in conformance with such regulations.

11.4. Grantee shall maintain records showing the locations and nature of its property on the Premises. Such records shall be kept current by Grantee. Grantee shall, at no cost to the Grantor, provide Grantor a copy of these records, as well as current updates upon request of said officer. For purposes of work upon the Premises by other than Grantee, upon request by Grantor, Grantee shall mark the actual location of its property within a time and in a manner acceptable to said officer. The time specified by said officer will be reasonable given the circumstances of the need of Grantor.

12. COSTS OF SERVICES

12.0. As regards the Grantee's use of the Premises and its property on the Premises, Grantee is responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Premises without cost to the Department of the Air Force. The Air Force may, if its capabilities permit, consent to provide certain of these services to Grantee on a reimbursable basis.

ENVIRONMENT

13. ENVIRONMENTAL COMPLIANCE

13.0. In its activities under this Right-of-Way, Grantee shall comply with all applicable environmental requirements, and in particular those requirements concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Grantee, including liability for any fines, penalties, or other similar enforcement costs.

14. ASBESTOS AND LEAD-BASED PAINT

14.1. Grantee will not make any improvements or engage in any construction on the Premises which contain asbestos-containing material (ACM), without prior approval of said officer; any such improvements or construction shall be done in compliance with all applicable Federal, state, interstate, and local laws and regulations governing ACM. Grantee is responsible for monitoring the condition of its property containing ACM on any portion of the Premises for deterioration or damage. Grantee is responsible, at its expense, for remediation of any ACM contained on or in its property which is disturbed or damaged by Grantee or is deteriorated and of any ACM on the Premises which is disturbed or damaged by Grantee during the term of this Right-of-Way.

14.2. Grantee will test any painted surface to be affected by any of its operation, construction, installation, repair, or maintenance activities to determine if the paint is lead-based and will handle that surface in compliance with all applicable laws and regulations and at Grantee's expense.

15. SAFETY AND HAZARDOUS WASTE DISPOSAL

15.1. Grantee, at its expense, shall comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. As between the Parties, responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations, as they have been or may be amended from time to time.

15.2. Any unexploded ordnance, as that term is defined in Title 10, United States Code, discovered on the Premises by Grantee is the responsibility of Grantor and will not be disturbed by Grantee but, upon discovery, shall be immediately reported to said officer.

16. HISTORIC PRESERVATION

16.0. Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, Grantee shall cease its activities at the site and immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

17. INSTALLATION RESTORATION PROGRAM

17.1. If the Installation has not been listed on the National Priorities List (NPL) under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, at the time this Right-of-Way is granted, but is listed subsequent to the granting of this Right-of-Way, Grantor will provide Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between Grantor and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective.

17.2. If the Installation has been listed on the NPL at the time this Right-of-Way is granted but no FFA has been entered into, Grantor will provide Grantee with a copy of any FFA subsequently entered into along with any amendments to the FFA when they become effective.

17.3. If the Installation has been listed on the NPL at the time this Right-of-Way is granted and an FFA has been entered into, Grantee acknowledges that Grantor has provided it with a copy of the FFA, with current amendments; Grantor will provide Grantee with a copy of any subsequent amendments thereto.

18. ACCESS FOR RESTORATION

18.1. Nothing in this Right-of-Way shall be interpreted as interfering with or otherwise limiting the right of Grantor and its duly authorized officers, employees,

contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Condition 18.3 and for such other purposes as are consistent with the provisions of an FFA or required to implement the Installation Restoration Program (IRP) conducted under the provisions of 10 U.S.C. § 2701, et seq. Grantee will provide reasonable assistance to Grantor to ensure Grantor's activities under this Condition 18 do not damage Grantee's property on the Premises.

18.2. The USEPA and State of Florida, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents have the right, upon reasonable notice to Grantee and with Grantor's consent, to enter upon the Premises for the purposes enumerated in Condition 18.3 and for such other purposes as are consistent with the provisions of an FFA. Grantee will provide reasonable assistance to USEPA and the State to ensure their activities under this Condition 18 do not damage Grantee's property on the Premises.

18.3. Purposes:

18.3.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or an FFA;

18.3.2. To inspect field activities of the Air Force and its contractors of any tier in implementing the IRP or an FFA;

18.3.3. To conduct any test or survey required by the USEPA or the State relating to the implementation of an FFA or environmental conditions on the Premises or to verify any data submitted to the USEPA or the State by the Air Force relating to such conditions; or,

18.3.4. To conduct, operate, maintain, or undertake any other response or remedial action as required under or necessitated by the IRP or an FFA, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

19. ENVIRONMENTAL BASELINE

19.0. If Grantor determines that an Environmental Baseline Survey (EBS) is required for this Right-of-Way, in accordance with Grantor's standards and requirements,

it shall prepare an EBS documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon, and that EBS shall be attached hereto, or incorporated by reference, and made a part hereof as **EXHIBIT C**. If such an EBS is prepared, upon expiration, termination, or abandonment of this Right-of-Way, another EBS shall be prepared by Grantor, in accordance with Grantor's standards and requirements, which will document the environmental condition of the property at the end of Grantee's use of the Premises. That EBS shall be attached hereto, or incorporated by reference, and made a part hereof as an Exhibit. The findings of the two EBSs shall be used in settling factual aspects of claims for restoration of the Premises. Grantee is responsible for the costs of any environmental restoration necessitated as a result of its use of the Premises.

CHANGES IN OWNERSHIP OR CONTROL

20. TRANSFER, ASSIGNMENT, LEASING, OR DISPOSAL

20.1. Grantee shall not transfer, permit, license, assign, lease, or dispose of in any way, including, but not limited to, voluntary or involuntary sale, merger, consolidation, receivership, or other means (all referred to in this Condition 20 as "transfer"), this Right-of-Way or any interest therein or any property on the Premises, or otherwise create any interest therein, without the prior written consent of said officer. Such consent shall not be unreasonably withheld or delayed, subject to the provisions of Conditions 20.2 through 20.4.

20.2. Any transfer by Grantee shall be subject to all of the terms and conditions of this Right-of-Way and shall terminate immediately upon the expiration or any earlier termination of this Right-of-Way, without any liability on the part of Grantor to Grantee or any transferee. Under any transfer made, with or without consent, the transferee shall be deemed to have assumed all of the obligations of Grantee under this Right-of-Way. No transfer shall relieve Grantee of any of its obligations hereunder, except, in the case of an assignment, if Grantor explicitly agrees to relieve Grantee of its obligations

hereunder; provided, however, that in the case of an assignment, Grantor may, in its sole discretion, withhold consent to the assignment.

20.3. Grantee shall furnish said officer, for his prior written consent, a copy of each transfer Grantee proposes to execute. Such consent by said officer may include the requirement to delete, add, or change provisions in the transfer instrument as Grantor shall deem necessary to protect its interests. Consent to or rejection of any transfer shall not be taken or construed to alter, diminish, or enlarge any of the rights or obligations of either of the Parties under this Right-of-Way, nor form a basis for any cause of action against or liability of Grantor.

20.4. Any transfer instrument must expressly provide that—(1) the transfer and transferee are subject to all of the terms and conditions of this Right-of-Way; (2) the transfer shall terminate with the expiration or earlier termination of this Right-of-Way; and (3) in case of any conflict between this Right-of-Way and the transfer instrument, this Right-of-Way shall control. A copy of this Right-of-Way must be attached to the transfer instrument.

21. LIENS AND MORTGAGES

21.0. Grantee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Grantee's interest in the Premises under this Right-of-Way. On the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced, any such mortgage, encumbrance, or lien shall be deemed to be a violation of this Condition 21 and constitute a failure to comply with the terms of the Right-of-Way.

22. OTHER GRANTS OF ACCESS

22.1. This Right-of-Way is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Grantor shall have the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises. However, any such

additional easements, rights-of-way, leases, permits, licenses, or uses shall not be inconsistent with the Grantee's use of the Premises under this Right-of-Way.

22.2. For those areas identified in **EXHIBIT B.3**, Grantor shall not grant any additional easements, rights-of-way, leases, permits, licenses, or other access. Grantor recognizes that these areas require restricted access and Grantee may take appropriate action to prevent unauthorized access to such areas. This Condition 22.2 will only apply to access by others than Grantor and will not limit any right of access by public authorities charged with the regulation of Grantee's activities or law enforcement.

23. REAL PROPERTY ACCOUNTABILITY

23.0. Grantor may transfer real property accountability for the Premises to another federal agency. In such event, the federal agency assuming real property accountability will stand in the place of and become Grantor without altering, diminishing, or enlarging the rights and obligations of either Grantor or Grantee under this Right-of-Way.

24. REPORTING

24.0. This Right-of-Way is not subject to 10 U.S.C. § 2662.

GENERAL PROVISIONS

25. COMPLIANCE WITH LAWS

25.0. Grantee shall comply with all applicable Federal, state, interstate, and local laws, regulations, and requirements. This may include the need for Grantee to obtain permits to operate its utility system. Grantor is not responsible for obtaining permits for Grantee nor for allowing Grantee to use permits obtained by Grantor.

26. AVAILABILITY OF FUNDS

26.0. The obligations of Grantor under this Right-of-Way shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this Right-of-Way.

27. AMENDMENTS

27.0. This Right-of-Way may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

28. LIABILITY

28.1. Grantor shall not be responsible for damage to property or injuries to persons which may arise from, or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Grantee. Grantee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors of any tier, agents, invitees, or others, by reason of or incident to Grantee's use of the Premises, and its activities conducted under this Right-of-Way. Grantee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises.

28.2. Grantee shall indemnify and hold Grantor harmless against any and all judgments, expenses, taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Grantee, whether tortious, contractual, or other, except to the extent such claim or charge is cognizable under the Federal Tort Claims Act, or, in regard to indemnification, to the extent Grantee is prohibited from doing so by Federal or state law.

29. INSURANCE

29.1. This Condition 29 shall only apply during those periods when Grantee has no service contract to provide utility service to the Installation; provided, however, that such service contract contains essentially the same requirements for insurance as this Condition 29 and such service contract utilizes all the Premises granted by this Right-of-

Way. Self-insurance shall not be permitted under this Right-of-Way during those periods when Grantee has no service contract to provide utility service to the Installation.

29.2. During the entire period this Right-of-Way shall be in effect, the Grantee, at no expense to the Grantor, shall carry and maintain and require its contractors of any tier performing work on the Premises to carry and maintain—

29.2.1. Comprehensive general liability insurance on an “occurrence basis” against claims for “personal injury,” including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at all times during the term of this Right-of-Way, with limits of liability in amounts approved from time to time by Grantor, but not less than ONE MILLION DOLLARS (\$1,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Grantee by any invitee or any other person or organization, or involving any owned, non-owned, or hired automotive equipment in connection with Grantee's activities.

29.2.2. If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

29.3. All policies of insurance which this Right-of-Way requires Grantee to carry and maintain or cause to be carried or maintained pursuant to this Condition 29 shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Right-of-Way, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Grantor and Grantee. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Grantee or Grantor or any other person; provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Grantor of written notice thereof; provide that the insurer shall have no right of subrogation against Grantor; and be reasonably satisfactory to Grantor in all other respects. In no circumstances will

Grantee be entitled to assign to any third party rights of action which Grantee may have against Grantor. The foregoing notwithstanding, any cancellation of insurance coverage based on nonpayment of the premium shall be effective after fifteen (15) days written notice to Grantor. Grantee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Grantee under this Condition 29 will constitute a failure to comply with the terms of the Right-of-Way.

29.4. Grantee shall deliver or cause to be delivered upon execution of this Right-of-Way (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Condition 29) to Grantor a certificate of insurance evidencing the insurance required by this Right-of-Way.

30. ENTIRE AGREEMENT

30.0. It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein. Nevertheless, it is understood that the Parties may enter into a utility service contract which will require use of the utility system located on the Premises; while that contract may not address the use of the Premises, it may require Grantee to use the Premises to operate its utility system in order to perform the contract service.

31. CONDITION AND PARAGRAPH HEADINGS

31.0. The headings contained in this Right-of-Way, its Attachments, and Exhibits are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.

32. RESERVED

32.0. Reserved.

Right-of-Way No. _____

IN WITNESS whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this _____ day of _____, 200_.

THE UNITED STATES OF AMERICA,
by the Secretary of the Air Force

BY: _____

This Right-of-Way is also executed by Grantee this _____ day of _____, 200_.

(Name of Organization)

(Title)

ATTACHMENTS

ATTACHMENT 1

Any approval by said officer required by this Attachment may, in said officer's discretion, be granted in advance and on a blanket basis.

A. Personnel

Grantee shall employ, directly or by contract, competent supervisory, administrative, and direct labor personnel to accomplish the work performed on the Premises. Grantee shall not knowingly hire off-duty Air Force engineering personnel or any other person whose employment would result in a conflict of interest or would otherwise violate The Joint Ethics Regulation, DoD Directive 5500.7-R. When speaking, understanding, and reading safety, security, health, and environmental warnings are an integral part of the duties of Grantee's personnel, Grantee shall only utilize personnel on the Premises who can fluently speak, understand, and read the English language. Grantee shall conduct all of its business on the Installation in a professional and courteous manner. Grantee's employees shall present a neat appearance and be readily recognizable as Grantee's employees. All vehicles of Grantee, while on the Installation, shall be readily identifiable as belonging to Grantee.

B. Work Standards

Grantee shall construct, install, repair, and maintain its property, including equipment, in a safe, thorough, and reliable manner and in conformance with applicable federal regulations and national professional codes. If Grantee owns or operates a utility system off the Premises but connected to the utility system on the Premises, it will apply at a minimum the same standards of construction, installation, repair, and maintenance it applies to its system off the Premises to its system on the Premises.

C. Excavations

Grantee shall obtain a written excavation permit from said officer before commencing any digging or excavation on the Installation; the excavation permit will contain requirements normally applied to similar excavation work on the installation. Said officer will notify Grantee as to reasonable time periods for applying for an excavation permit. In close proximity to other utility systems, Grantee shall excavate by hand to preclude accidental interruption of services, equipment damage, and injury to workers. Excavated areas shall be backfilled to the original density and grade. Open excavations shall be barricaded when Grantee's personnel are not present in the immediate vicinity of the work site. Open excavations at the completion of the workday shall be adequately covered to prevent accidents and access by children. When cutting pavements, traffic shall be maintained over at least half the width of the pavement, unless otherwise directed by said officer. Traffic barricades and warning lights to mark the excavation shall be provided by Grantee. The restored pavement shall be equal to or better than the original pavement.

D. Communications Equipment and Foreign Object Damage

Prior to operating communications devices on the Installation, Grantee shall obtain the approval of said officer as to frequency use. Grantee shall comply with the Installation's foreign object damage prevention program whenever it engages in activities on or around the flightlines or runways.

E. Dust Control

Grantee shall maintain all excavations, embankments, stockpiles, access roads, and all other work areas free from excess dust to avoid causing a hazard or nuisance to base personnel and surrounding facilities. Dust control shall be performed as the work proceeds and whenever dust nuisance or hazard occurs.

F. Lawn Areas

Lawn areas rutted by equipment or otherwise damaged shall be leveled by the addition of topsoil or otherwise repaired by tilling and leveling. These areas shall be resodded or seeded and fertilized to match the existing vegetation or the vegetation that existed before damage. Sod, seed, and fertilizer types and mixtures will be approved by said officer.

G. Plant Control

After obtaining the prior permission of said officer, Grantee may trim or remove plants and trees that pose a potential hazard to its utility system. In those areas where the plants or trees contribute to historic or esthetic values and trimming or removing them would be destructive of those values, Grantee may be prohibited from trimming or removing them. In all instances, plants or trees listed as threatened or endangered under applicable federal, state, interstate, or local law will not be harmed by the activities of Grantee.

H. Cleanup

After the work is completed, the work site shall be returned to its original state.

EXHIBITS

EXHIBIT A—MAP OF PREMISES

The map or maps attached as this Exhibit A show the known locations of the utility system. Portions of the utility system may not be fully shown on the map or maps. Any such failure to show the complete utility system on the map or maps shall not be interpreted as that part of the utility system being outside the Premises. The Premises are co-extensive with the entire linear extent of the utility system sold to Grantee, whether or not precisely shown on the map or maps attached hereto as this Exhibit A.

Maps are available, by request to the Government, in Microstation format on CD. The following files are included on the CD entitled “*MacDill Air Force Base Water Distribution Utility System plans.*”

g-01-01.dgn Water System

G-01 G-Tab for Water System for MacDill AFB

EXHIBIT B—DESCRIPTION OF PREMISES**B.1. General Description of the Utility System, Lateral Extent of the Right-of-Way, and Points of Demarcation:****UTILITY SYSTEM DESCRIPTION:**

The utility system may be composed of, without limitation, wells, well pumps, supporting emergency generator sets, water treatment equipment, valves, fire hydrants, water distribution mains, meters, booster station pumps, storage tanks, reservoirs, all related electrical controls, and computer hardware and software used to operate and control the production and delivery of water to end users on the Installation.

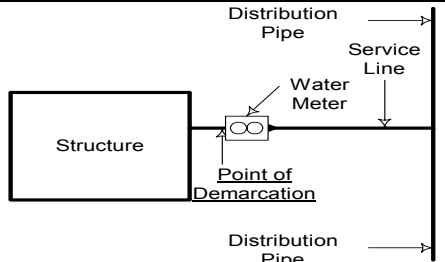
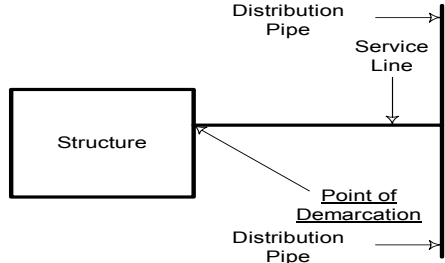
LATERAL EXTENT OF UTILITY SYSTEM RIGHT-OF-WAY:

For pipe sizes of 24 inches in diameter or less, 26-feet-wide, extending 13 feet on each side of the utility system, as installed.

For pipe sizes greater than 24 inches in diameter, 50-feet-wide, extending 25 feet on each side of the utility system, as installed.

UTILITY SYSTEM POINTS OF DEMARCATION:

The point of demarcation is defined as the point on the utility system where ownership changes from the utility system owner to the facility owner. The table below identifies the type and general location of the point of demarcation with respect to the facility for each scenario.

Point of Demarcation (POD)	Applicable Scenario	Sketch
POD is at the water meter, backflow device, or valve (closest apparatus to the exterior of the structure).	Water meter, backflow device, or valve is located on the service line entering the structure within 25 feet of the exterior of the structure.	 <p>The sketch shows a rectangular box labeled 'Structure' on the left. A horizontal line representing the 'Service Line' connects the structure to a vertical line on the right representing the 'Distribution Pipe'. A small circle with a cross inside, labeled 'Water Meter', is located on the service line just outside the structure. An arrow points from the text 'Point of Demarcation' to this water meter. Labels 'Distribution Pipe' and 'Service Line' are also present with arrows pointing to their respective lines.</p>
POD is where the service line enters the structure.	No water meter, backflow device, or valve exists on the service line entering the structure. Service valve may be within 25 feet of the structure at any time. Down stream side of the service valve will become the new point of demarcation.	 <p>The sketch shows a rectangular box labeled 'Structure' on the left. A horizontal line representing the 'Service Line' connects the structure to a vertical line on the right representing the 'Distribution Pipe'. The service line enters the structure. An arrow points from the text 'Point of Demarcation' to the point where the service line enters the structure. Labels 'Distribution Pipe' and 'Service Line' are also present with arrows pointing to their respective lines.</p>

Point of Demarcation (POD)	Applicable Scenario	Sketch
POD is the valve closest to the street.	No water meter or backflow device exists on the service line entering the structure. Service valve may be within 25 feet of the structure at any time. Down stream side of the service valve will become the new point of demarcation.	None
If the fire suppression system has a storage tank, then the POD is located on the inlet side of the isolation valve or backflow prevention device closest to the storage tank. If no storage tank is present, the POD is located on the inlet side of the PIV or isolation valve closest to the fire suppression pumps.	Fire suppression system is provided flow and/or pressure by the potable water distribution system. These systems are typically dedicated to serving one facility or a small cluster of facilities.	None
POD is located on the inlet side of the PIV, isolation valve, or backflow prevention device closest to the fire suppression system.	Fire suppression system is connected to the potable water distribution system.	None
POD for irrigation systems is the inlet side of the backflow prevention device or isolation valve closest to the irrigation system.	Irrigation system is fed directly from potable water distribution system.	None
POD is the inlet side of the hose bib or water fountain assembly's connection to the service lateral. Note: A service valve may be installed within 25 feet of the hose bib or water fountain at any time. Once installed, the inlet side of the service valve becomes the new POD.	Drinking Fountains and Hose Bibs connected to the water distribution system (typically found at ballfields and outdoor recreation areas). <u>No valve is located on the lateral</u> providing water service to the drinking fountain or hose bib within 25 feet of these connections.	None

Point of Demarcation (POD)	Applicable Scenario	Sketch
POD is the inlet side of the service valve.	Drinking Fountains and Hose Bibs connected to the water distribution system (typically found at ball fields and outdoor recreation areas). <u>Service valve is located on the lateral</u> providing water service to the drinking fountain or hose bib within 25 feet of these water use devices.	None
POD is at the overhead service line's connection to the service entrance mast. Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric meter and can. The POD for the electric meter is at the water utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric utility owner's meter. The water utility owner owns the service entrance mast.	Electric power is provided to a water facility via an <u>overhead</u> service drop. This configuration could be found at facilities dedicated to the water utility such as a water well, pump station, or water tower.	None
POD is at the transformer secondary terminal spade. Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric meter. The POD for the meter is at the water utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric meters and transformers.	Electric power is provided to a water facility via an <u>underground</u> service connection. This configuration could be found at facilities dedicated to the water utility such as a water well, pump station, or water tower.	None

UNIQUE POINTS OF DEMARCATION:

The following table lists anomalous points of demarcation that do not fit any of the above scenarios.

Building No.	Point of Demarcation (POD) Description
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Base Entry Point	Down side of meter prior to backflow devise at Dale Mabry Gate
Base Entry Point	Down side of meter prior to backflow devise at Himes Avenue
Base Entry Point	Down side of meter prior to backflow devise at MacDill Gate
Fuel Storage Area	Down side of valves number 0201 and V1011
Housing – Chevron Park	6” valve at the intersection of Tampa Point Blvd and Hillsborough 6” valve east of valve number V088
Housing – Staff Circle	6” valves number V0689 and V0692A
Housing – Seacord, Bridges and Kenwere	6” valve number V06132 and 6” valve south of valve number V0697 and 6” valve at the intersection of Carthy Drive and Bayshore Blvd
Housing – McCelland and Phase III and IV Housing	First 10” valve west of Housing Area

B.2. General Description of the Areal Extent of the Utility System:

FINAL MACDILL AFB FL AREAL EXTENT DESCRIPTION WATER SYSTEM 2 MAY 2003

The three supply lines from the City enter at Himes Avenue and at the Dale Mabry, and MacDill gates, respectively. After combining into a common 12-inch line, the water flows into the ground storage tanks or directly into the system. Booster pumping is initiated at low pressure (about 40 psig), using a 30 hp pump and, less frequently, a 75 hp pump in building 928. To meet peak demands and provide water turnover in the ground storage reservoirs, water from the reservoirs is periodically pumped to the system using the two 75 hp pumps in building 927. The circular ground storage reservoir measures 88 ft in diameter with a 12 ft water depth, and nominal capacity is about 500,000 gal. The rectangular ground storage reservoir measures 81 ft square, with a 10 ft water depth, and nominal capacity is also about 500,000 gal; (note - the rectangular tank capacity is incorrectly indicated to be 350,000 gal on some system drawings).

The distribution system also includes two elevated storage tanks (water towers) - the 250,000-gal hospital tank and the 500,000-gal tank on Hangar Loop Road. City pressure will not normally overflow the tanks. Booster pumping, as needed, is controlled based on pressure at the hospital tank.

The intent of this areal description is to give a general flow pattern of the sewer system. Every line on every street is not mentioned. This description is based on drawings provided by the base civil engineer office. Title of the drawing set is “WATER SUPPLY

SYSTEM, MACDILL AFB, Scale 1"=200' base date 13 Sep 2000, Tab G-01-01.DNG". The areal description is intended to stand-alone but due to the multiple references to streets and buildings, access to the drawings or the AutoCAD file will facilitate in following the general distribution pattern.

From a city owned meter located north of the Main Gate at Dale Mabry Highway a line runs southeast to a connection point of a 3-inch PVC that runs west, across the entry road then turns north to Building 1098. The main line then continues to southeast, parallel to the fence line, to North Boundary Blvd. at the Himes Avenue where it connects to a line from another city owned meter at this intersection. The line then continues east on North Boundary Blvd and connects to a line from another city owned meter at the MacDill Gate.

Beginning with the connection point near the Himes intersection, a line runs southeast to a point south of Building 924 and then turns east, to the west side of Kingfisher Street where a line connects and runs north along the edge of the street to Building 930. After crossing to the east side of Kingfisher Street and connecting to a line from the south, the line continues east, along the south side of Building 926 and parallel to Royal Tern Avenue to the intersection of MacDill Avenue where it connects to a line that connects Great Egret Avenue on the south and Water Treatment and Storage Area on the north. This line then continues north to connect to the North Boundary Blvd. line at the MacDill Gate. Two other lines connecting to the Water Treatment and Storage Area (WTSA) with the MacDill Gate area run north from the WTSA to North Boundary Blvd. and then east to MacDill Avenue. From the intersection of Great Egret and MacDill Avenues a line runs northeast to the WTSA. Also connecting to the MacDill avenue line is a line on the north side of Royal Tern Avenue that runs west to Blackbird Street and connects to a line that runs north to the north side of Building 926 and south to connect to a line on the south side of Great Egret Avenue. This line connects with a line on Kingfisher Street on the west and a line on MacDill Avenue on the east. The Kingfisher line connects back to the north to the line on Royal Tern Avenue. A line on the south side of Zemke Avenue connects to the Mac Dill Avenue line on the east.

A line runs to the east from the WTSA to the west edge of the Building 540 parking lot where a line from the northeast connects. This line from the northeast supplies a loop around Building 540 and also the fire hydrants in the static display area on the north side of North Boundary Blvd. From the west edge of the parking lot, the line continues southeast to a point northwest of Building 535 then turns northeast to a point north of Building 529. It then turns southeast to the west side of North Boundary Blvd. near Building 537, then turns south to the southwest side of the intersection of Zemke Avenue and North Boundary Blvd. It then runs southwest and southeast to a junction point west of Building 526 and northeast of Building 533. From the junction, the east branching line runs across North Boundary Blvd. to the west side of Building 526 and then loops around the building to the southeast side where a connecting line runs north to Building 520. The main line then continues west to the east side of Tampa Point Blvd. and northwest of Building 499 before it turns south along Tampa Point Blvd. to a point southwest of Building 2403. The line then turns east and connects to a line on the west

side of Chevron Park Drive. The line on Chevron Park Drive runs north to the north side of Building 7401 then turns to the southwest and connects back to the line on Tampa Point Blvd. to the west of Building 7409. The line on Chevron Park Drive also runs to the south end of the street and turns southwest to the east side of Tampa Point Blvd. west of Building 366 and turns south to connect to a line at the intersection of Florida Keys Avenue. The line on Florida Keys Avenue runs northeast to Bayshore Blvd. then turns south, along the west side of Bayshore Blvd. to the intersection of Hangar Loop Drive and connects to a line that runs southwest along the north side of Hangar Loop Drive to connect to a line on Tampa Point Blvd. This line runs northwest and completes a loop by connecting back at the intersection of Tampa Point Blvd. and Florida Keys Avenue.

From a point on the Hangar Loop Drive line between Buildings 381 and 395, a line runs northwest, between these buildings to connect to the Florida Keyes Avenue line between Buildings 312 and 366. This line continues to the northwest and connects to a valve complex east of Building 506A. The line continues north, running between Buildings 7423 and 7425, across Chevron Park Drive and between Buildings 7418 and 7420. It continues north along the backside of the housing units and crosses Chevron Park Drive again on the south side of Building 496. Here it turns southwest and connects back to the Tampa Point Blvd. line.

From the valve complex east of Building 506A a line runs east to Building 359, then north and west, between Buildings 7438 and 7440, to a point north of Building 506. It then turns south to the northeast side of Tampa Point Blvd. near Building 506 and then turns back to the east and completes the loop at the valve complex. From the south corner of Building 506 a line runs west, across Tampa Point Blvd. to the northeast corner of Building 501 and then forms a complete rectangular loop around the building. From the northwest corner of the loop, a line runs west, across Administration Avenue and then follows the northwest side of the street to the southwest to the north side of Florida Keyes Avenue and follows this street to the west to connect to a line on the west side of Seminole Indian Place. The line extends the complete length of Seminole Indian Place and connects at each end to a line that runs around Hillsborough Loop Drive. The line on Hillsborough Loop Drive begins at the south corner of Building 379 and flows west, south of Building 263, to the north side of Hillsborough Loop Drive and follows the side of the street to the northwest corner of Building 26 where it crosses to the other side of the street. From this point it continues to follow the edge of the street, to the northeast, to connect to a line on Brown Pelican Avenue.

The line on Brown Pelican Avenue begins at a connection point northeast of the intersection with Harbor Loop Drive and runs to the southeast to the end of the street and turns southwest, along the south end of Building 149 to a connection point near the west end of Building 151. The connecting line begins at a connection point on the Hillsborough Loop Drive line, east of Pink Flamingo Avenue, and runs southeast to complete a loop back to Administration Avenue.

From a connection point at the west end of the Hillsborough Loop Drive line, a line runs east on the south side of Florida Keys Avenue to the northeast corner of Building 41,

where it crosses to the north side of the street and continues east to the west side of the intersection with Red Hibiscus Place and crosses back to the south side, and continues east to connect to the line on Tampa Point Blvd. From a connection to the Florida Keys Avenue line at the intersection of Red Hibiscus Place, a line runs south, on the west side of Red Hibiscus Place, to a connection point on the north side of Administrative Avenue. The line runs west on Administrative Avenue, connecting to lines at the intersection of Cypress Stand Street, Condor Street and a line on the east side of Building 41 before continuing west to complete a loop back to the Seminole Indian Place line near the south end of Building 18. The line connecting at Cypress Stand Street runs south along the west side of the street, then between Buildings 263 and 279, connects to the Hillsborough Loop Drive line at the west side of Building 279 and continues south to connect to a line on the north side of Hangar Loop Drive. The line connecting at Condor Street runs southwest along the north side of Condor Street and connects to the Hillsborough Loop Drive line before continuing southwest to connect to a line on the south side of Hangar Loop Drive near Building 5. The line that connects to the Administrative Avenue line east of Building 41 begins in the north with a connection to the Florida Keys Avenue line and runs south, to the north side of Building 251. It then loops around the west end of the building and continues to the southwest corner of Building 254 and connects to an east-west line. From this connection, it continues south to connect to the Hillsborough Loop Drive line at the intersection of Snowy Egret Street and finally, south along the west side of Snowy Egret Street to a connection point on the Hangar Loop Drive line.

The line that connects at the southeast corner of Building 254 begins in the west at a connection to the Condor Street line to the east of Building 47 and runs east, on the south side of Building 254, to the southeast corner of Building 262, where it connects to a line on the west side of Red Hibiscus Place. It then continues to the southeast, around the south end of Building 372, and northeast, around the north end of Building 373, and connects to the Tampa Point Blvd. line on the north side of the intersection with Turnstone Avenue.

The line on Red Hibiscus Place continues from the north at a previously described connection point at the intersection of Administration Avenue and flows south, across the west end of Saint Petersburg Loop to the northeast end of Building 377 where it turns to the east and takes in an irregular path south of Building 390 and connects to the Tampa Point Blvd. line at the intersection of Hangar Loop Drive.

The line on Hangar Loop Drive begins at the previously described connection point on the south side of Building 411. It extends to the west along the north side of the road to Building 376, loops around the south side of the building and continues west, rather than following the alignment of the street where it takes a short detour to the south. As the line continues west, across Hillsborough Loop Drive, it again begins following the north side of Hangar Loop Drive to the point where the street turns to the northwest. The line continues across to the west side of the street and follows the outside alignment of the roadway to a point just north of Operations Court where it turns to the northeast and runs under the road surface to a connection point to a line on the north side of Pink Flamingo Avenue. From this point the Hangar loop line begins to veer to the north, away from the

road, to the east end of Building 552. From this point the line runs along the northeast end of Building 552 and continues to follow a generally northwest path to the WTSA.

Beginning from connections to this line, east of Building 1053, two lines run to the southwest, parallel to the North Apron Taxiway and on the southeast side of Building 92, to the western corner of the parking apron, then they turn to the southeast and run parallel to the southwest side of the South Apron to connect to a line that runs along the southeast edge of that apron. This line begins at a connection to a line on Marina Bay Drive on the southwest and runs northeast, to the east corner of the South Apron, and then follows the northeast edge of the South Apron to the southeast side of Building 39. It then runs around the east end of the building to the northeast side of Building 53 and turns to the northeast to connect to the line on Hangar Loop Drive. Beginning at a connection to the Hangar Loop Drive line at the east corner of Building 200, a line runs southwest, along the southeast side of the building, then turns west to run between Buildings 200 and 53, before continuing southwest to the inside edge of the South Apron. The line then turns to the northwest, following the edge of the pavement, to a point to the west of Building 8 and turns north, along the west side of Building 3, to the Apron Access Road, west of Building 54. Here the line turns to the northeast and runs to the south side of Building 187 and turns to the southeast to connect back to the line on Hangar Loop Drive. Three additional lines connect the line along the east side of the airfield pavement with the Hangar Loop Drive line. These lines are located on Eagle Staff Court, north of Building 3 and south of Building 3, along Machine Shop Court.

A line that connects to the line on Great Egret Drive line at the intersection of MacDill Avenue flows south, along the west side of the street, to the south side of the drainage ditch and turns southwest to the north side of Building 1065. It then turns west, along the north side of Buildings 1071 and 1085 to the access pavement to Building 1081 and turns northwest to Fire Hydrant 62-0, where a line to Buildings 1184 and 1196 connects. From the fire hydrant the line continues northwest a short distance before turning to the northeast to the north of Building 1076 SE and then it runs east, to the east side of the Covered Stock Pile where it turns north and connects to the line on Great Egret Avenue.

Beginning from a connection point on the line on the east side of the south apron, north of "G" Place, a line runs northeast to "G" Place where it connects to north-south lines on both sides of that street. From these connections, the lines runs north and connect at the north side of the intersection of Marina Bay Drive. From the intersection, a line runs along the southwest and northwest sides, and the northern portion of the northeast side of Building 49 before turning east, south of the drainage ditch, to connect to lines on both sides of Cypress Stand Street. The line on the east side of Cypress Stand Street runs north to connect to the line on the north side on Hangar Loop Drive. The line on the west side of the street flows north to the south side of Hangar Loop Drive and turns west to the north side of Building 731 where it crosses to the north side of the street to connect the Hangar Loop Drive line.

The line on the east side of Cypress Stand Street extends southeast from the drainage ditch, generally following the alignment of the street, crossing to the west side at the

curve in the road, and connects to the system at the intersection of Marina Bay Drive. From a connection point on this line, about midway between the curve and the drainage ditch, a line runs east, north of Building 946, to Building 7030.

Beginning at the connection point on the north side of Marina Bay Drive and “G” Place, a line runs southeast along the north side of Marina Bay Drive to the north side of Building 600 where it connects to two east-west lines. These lines begin on the west at a connection to the line on the east side of the South Apron and run to the east, north of Buildings 2105 and crosses the drainage ditch northwest of Building 2007 before turning northeast and crosses Levitow Street south of Pitsenbarger Circle. It then continues to loop around the north side of Building 1805 and runs south, connecting to a 10-inch line from the east, east of Building 1802, before continuing south to a point east of Building 8516, and then runs southwest, between Buildings 8516 and 8518, to connect to the line on the east side of the circle portion of Levitow Street. The 10-inch line from the east runs to the east side of Building 697 where it turns south and connects to a line on the north side of Emergency Drive.

The Emergency Drive line begins at the water tank, Facility 713, on the west and runs east to a point southeast of Building 711 where it turns north and takes an irregular path to the point where the access driveway to Building 710 intersects Bayshore Blvd. The line then runs west and then south, past the east end of Building 696 and along the west side of Emergency Drive, to connect to the line from the water tank at the curve in Emergency Drive.

Beginning at a connection at the access driveway to Building 710 and Bayshore Blvd, a line runs northwest along the west side of Bayshore Blvd to the northeast corner of Building 8217 and loops around the north side of the building to connect to a near the west end of that building. This line begins at a capped dead-end on the south side of Carthy Drive on the southeast and runs between Buildings 8217 and 1942, and Buildings 8103 and 2039, to connect to a line on the north side of Bridges Drive, southwest of Bayshore Blvd. The line then continues along the southwest side of Bayshore Blvd to a connection at the intersection of Hangar Loop Drive. From the connection to this line at Bridges Drive, a line runs southwest, between Buildings 2008 and 2010, to the south end of Building 2012 where it turns west and connects to a north-south line on Bridges Drive. The line to the south runs south, and then southeast, to the south side of Building 2018 where a line from the west side of Building 2035 connects from the east. From the south side of Building 2018, a line runs south, between Buildings 2029 and 2031, to the north side of Kayvee Avenue where a line from Building 1203 connects from the west. The line then runs east, to the east end of Building 2031, and turns south between Buildings 2001 and 2003 to Carthy Court and turns east to Kenwere Drive. It then follows Kenwere Drive to the south and east to the north side of Building 1941. The north branch of the line on Bridges Drive runs north, between Buildings 2013 and 2015, to a point southwest of Building 8005, connecting to a line that runs east, south of Building 769 and then along the south side of Tampa Point Blvd to connect to the line on Hangar Loop Drive.

From a connection point on the Tampa Point Blvd line, northeast of Building 2111 a line runs both north and south. The north line crosses to the north side of the street and connects to a line that runs from Hangar Loop Drive in the west to Bayshore Blvd in the east. The southern connection runs past the east end of Building 2111 and then turns southwest, along the north side of Building 2110, to Secord Avenue at the east end of Building 2121. It then follows Secord Avenue to the Northwest corner of Building 2127 and turns north and runs on the east side of Buildings 2129 and 8204 to connect to the lines on both the north and south sides of Tampa Point Blvd.

Beginning from the connection point northeast of Building 2105, a line extends south to the west end of Building 2103 where it turns to the west to the east side of Building 2107. It then follows the west edge of the street to the south, across McClelland Avenue, to the east side of Building 2110, and turns east, between Buildings 2104 and 2106, to the west edge of the street north of Building 2108. It then follows the west side of the street to the north, back across McClelland Avenue, to the east side of Building 2009. It then loops around the west side of Building 2007 and connects back to the east-west line north of that building.

Beginning at a connection point on the 10-inch line, southeast of Building 8404, a line runs north to Pitsenbarger Circle and then follows the alignment of the roadway around the circle, with connecting lines into each of the connecting courts, to the east side of Levitow Street before turning south-southeast and reconnecting to the 10-inch line north of Building 1809. From a connection to the 10-inch line at the west side of Levitow Street, south of Pitsenbarger Circle, a line runs south and makes a complete loop around the circle of Levitow Street and also has connecting lines to both ends of Cabbage Court.

Beginning from a connection to the line from the water tank, Facility 713, a line flows south and then east, following the south side of Emergency Drive to the west side of Bayshore Blvd and then turns south, to the southwest corner of the intersection of Bayshore Blvd and McClelland Avenue, where a line from the west connects. This line from the west extends a short distance from the connection point, to the west, and then continues west in a series of south and north curves to the south side of McClelland Avenue at the intersection of Levitow Street. The line then continues west, along the south side of McClelland Avenue to a dead end to the north of Building 2002.

From the connection point at the intersection of McClelland Avenue and Bayshore Blvd, a line continues south, along the west side of the street to the intersection of Golf Course Avenue. From this point a line runs west on Golf Course Avenue and connects to a line on Marina Bay Drive. Also from the intersection of Bayshore Blvd and Golf Course Avenue, three lines run to the south. Two of these lines are west of Bayshore Blvd and one is located on the east side of the street. The line on the east side follows the edge of pavement south to a point east of Building 721 where it turns to the southwest, crosses Bayshore Blvd, continues to the northeast corner of the First Effluent Pond and then turns west to Building 63I. One line on the west side of the street follows the edge of the street south to Building 63C at the Wastewater Treatment Plant. The third line runs south to

connect to an east-west line, east of Building 717, that begins in the east at a connection to the second line and ends in the west at a fire hydrant north of Building 717.

Beginning at a connection point to the Golf Course Drive line at Chinook Drive, a line runs south to Building 700. From this connection point on Golf Course Drive another line runs to the north side of the street and connects to an east-west line. The west branch of this line runs west to the east side of the first drainage ditch and turns north, following the edge of the ditch, to connect back to the system southeast of Building 861. The east branch runs a very short distance east before turning south and southeast to the northwest corner of the FAM CAMP Annex. The line then runs along all the streets in this facility.

Beginning at the intersection of Marina Bay Drive and South Shore Avenue, lines on both the east and west side of Marina Bay Drive run south and connect to the line on Golf Course Drive. The line on the east side then continues south to a point northeast of the Small Arms Range where a line from that facility connects. The line then continues south, along the west side of Snook Street, to the point where Marina Bay Drive turns to the east where the line turns east. Here the line turns east and follows the north side of the pavement to the east side of Tuna Bay Place. The line then runs north to a point well north of Cypress Bay Avenue and turns west to follow the north side of Houston Avenue to connect to the Marina Bay Drive line. A line on the south side of Cypress Bay Avenue connects the lines on Marina Bay Drive and Tuna Bay Place. A line beginning at the intersection of Catfish Drive and Marina Bay Drive runs east to connect to the line on Tuna Bay Place. From the intersection of this line with Royal Palm Place, a line runs north and connects to the line on Cypress Bay Avenue. Beginning at the intersection of the Catfish Drive line and Tuna Bay Place, a line runs a short distance east and then turns south and loops around the south side of Building 665 before turning north to a point on the south side of Marina Bay Drive where a line from Fire Hydrant 291-R, at the extreme southeast corner of the base, connects. From the south side of Marina Bay Drive the line continues north, between the road and the drainage ditch, then turns west and connects to the Tuna Bay Place line to the east-southeast of Building 651.

Beginning at the intersection of Marina Bay Drive and Southshore Avenue a line runs west along Southshore Avenue to a point northeast of Building 843 and then turns south-southwest to Building 845.

From a connection point to the line running south the intersection of North Boundary Blvd and Himes Avenue, two 10-inch lines run west to a point south of North Boundary Blvd and northeast of the runway overrun where they connect to a single line running south. The more northern of these two lines is not currently in service. The line to the south extends to a point east-northeast of the end of the runway and then runs to the southwest, parallel to the runway, across Taxiway D and along the northwest side of Taxiway G, to the north side of Taxiway C. Here it crosses to the southeast side Taxiway G and follows this side to the north side of Taxiway K and then turns southeast to the south side of Taxiway K and continues south to the northwest side of Taxiway I and following that taxiway to a point north of Building 1105. The line then runs south to the north side of Building 1105 and then turns southeast, between Buildings 1105 and 1148,

before turning to the northeast, along the southeast side of Taxiway I to the Power Check Pad where a line from the east connects. This line from the east begins north of Building 71 and runs west and north to the north side of Building 58 and the south side of Building 91 before turning directly east to the connection point. From this connection point at the Power Check Pad, the line extends northeast, across Taxiway K, to Valve V1009 located in the open area well to the west of Taxiway G. The line then turns north, crosses Taxiway G on the west side of the intersection of this taxiway and an unnamed taxiway, and continues to the south side of a drainage ditch. It then runs northeast, northwest of Taxiway G, to a point southeast of the intersection of Taxiways g and M where it turns northwest and connects to the system. From this connection point a line runs northwest to a point between Buildings 868 and 885 where it turns north to the south side of Building 864. From Building 864 the line extends west to the east side of North Boundary Blvd and turns south and east to connect back on the north side of Building 885.

Beginning at a connection point to the 10-inch line southeast of Building 885, at the point where it crosses an unimproved road, a line runs southwest to a point south of the place where the boundary fence changes direction to an east-west alignment. Here the line changes direction to the west, south of the fence line, to the east side of the access road to Building 1108 where a line from that building is connected. The line then continues west to a connection to the fire suppression water tank, Facility 1141. From the connection point to this facility a line flows a complex valve assembly and then follows the access road south and west to Building 1133.

B.3. Description of Restricted Access Areas Under Condition 22.2:

Description	Facility #	State Coordinates	Other Information
NONE			

EXHIBIT C—ENVIRONMENTAL BASELINE SURVEY

In accordance with Condition 19, the EBS titled “Environmental Baseline Survey, MacDill Air Force Base” and dated March 2000 is hereby incorporated by this reference. The Executive summary of the survey is provided below and the full report will be available in the technical library.

EXECUTIVE SUMMARY

This Environmental Baseline Survey (EBS) for Utility Privatization has been prepared to document the physical condition of specific properties at MacDill Air Force Base (MacDill AFB), Florida. The surveyed properties include the electric, potable water, natural gas, and wastewater utility corridors and the adjacent properties. The subject properties were surveyed to determine if there were any environmental concerns resulting from the storage, use, release, and disposal of hazardous substances and petroleum products and their derivatives. The EBS establishes a baseline for use by the Air Force in making decisions concerning privatization of the specified utilities. The preparation of an EBS is required by the *Environmental Baseline Surveys in Real Estate Transactions* (25 April 1994) Air Force Instruction (AFI) 32-7066 whenever any real estate within the United States, its territories, and its possessions have been identified for acquisition, out-grant, or disposal by the Air Force. The subject property addressed in this EBS is proposed for transfer by privatization. Although primarily a management tool, this EBS assists the Air Force in meeting its obligations under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 United States Code Section 9620(h)(1), as amended by the Community Environmental Response Facilitation Act (CERFA) (Public Law 102-426).

This EBS was based on information obtained through a records search, interviews, and visual inspections. The records search included a review of available Air Force and other agency records. The EBS also includes an assessment of the environmental conditions of properties immediately adjacent to or relatively near the subject parcels that could pose environmental concerns and/or affect the subject properties.

SUBJECT PROPERTY CATAGORIZATION

All individual utility lines are classified as **Category 1**. Based on an analysis of the available data, the majority of the electric, potable water, natural gas, and wastewater utility corridors are classified as **Category 1**. Category 1 is defined as: areas where no release or disposal of hazardous substances or petroleum substances has occurred (including no migration of these substances from adjacent areas).

The electric, potable water, natural gas, and wastewater utility corridors in the vicinity of Installation Restoration Program (IRP) sites ST016, ST022, FT023, SS032, ST038, ST039, ST052, ST054, ST056, SSO65, and AOC83 are classified as **Category 2**. Category 2 is defined as: areas where only release or disposal of petroleum substances has occurred. This category is applied since petroleum substances releases have been reported in the corridor.

The electric, potable water, natural gas, and wastewater utility corridors in the vicinity of IRP sites LF004, WP013, SS021, OT029, SSO31, and SS034 are classified as **Category 3**. Category 3 is defined as: areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response. IRP studies have been completed, and No Further Action is required at these facilities.

There are no utility corridors classified as **Category 4**. Category 4 is defined as: areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions have been taken.

The electric, potable water, natural gas, and wastewater utility corridors in the vicinity of IRP sites LF002, SS017, OT024, SD026, OT028, ST057, and SS061 are classified as **Category 5** since interim source removal measures are on going but have not been completed. Category 5 is defined as: areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are under way, but not yet taken.

The electric, potable water, natural gas, and wastewater utility corridors in the vicinity of IRP sites LF003, LF005, LF006, LF007, LF008, LF009, LF010, LF011, LF012, WP014, SS018, SS020, SS076, ST025, ST037, and AOC82 are classified as **Category 6**. Category 6 is defined as: areas where release, disposal, and/or migration of hazardous substances has occurred and evaluation is complete, but remedial actions have not been implemented.

There are no utility systems classified as **Category 7**. Category 7 is defined as: areas that have not been evaluated or require additional evaluation. The RCRA Facility Investigation (RFI) has not been initiated at these facilities.

SUBJECT PROPERTY FINDINGS

The findings for the various environmental factors considered in this EBS for the subject properties are described below. With the exception of the property contained within the boundaries of United States Special Operations Command (USSOCOM) compound, all properties were visually inspected on Base. Interviews were conducted for properties that may store hazardous materials, wastes, or petroleum products.

Hazardous Substances. There are numerous facilities at MacDill AFB that use hazardous materials and generate hazardous wastes. There are fifteen hazardous waste accumulation areas associated with Installation Restoration Program (IRP) site ST037. With the exception of IRP sites, there are no other known releases of hazardous substances documented in Base files. There was no visible evidence of contamination found in the subject properties during the May and August 1999 Visual Site Inspections (VSI).

Petroleum Substances. The types of petroleum substances used at MacDill AFB include JP-8, diesel fuel, gasoline, heating oil, and hydraulic fluid. These petroleum substances are typically stored in 55-gallon drums, underground storage tanks (USTs), or aboveground storage tanks (ASTs) that are near their point of use. There are seven Florida Administrative Code (FAC) 62-777 petroleum compliance sites identified in the electric, potable water, and wastewater utility corridors.

Spill records for the past four years were reviewed to identify petroleum substance spills within the utility corridors. There was a release of JP-8 at Building 75 (Pumphouse X). A valve broke while pressure testing a line, and fuel was released into a grassy area and a valve pit. The grassy area is an IRP site (formerly ST019, now incorporated into ST057), and the spill will be included in the cleanup of the site.

Storage Tanks and Related Systems. Thirty-one ASTs and eight USTs were identified in the utility corridors. No environmental concerns regarding these tanks were noted in the VSI or in the Base file review.

Treatment Systems and Components. There are no oil/water separators in the utility corridors.

Installation Restoration Program (IRP) Sites. There are 41 IRP sites located in the electric, potable water, natural gas, and wastewater utility corridors. Two have remedial action plans, fifteen are undergoing investigations under Resource Recovery and Conservation Act (RCRA), and two sites are undergoing confirmation sampling. Eleven sites are either still under study or are being remediated. Two sites are undergoing long-term monitoring. Six sites require no further action, one site is closed, and one site has land use control restrictions. One site is currently awaiting closure pending a decision by the Florida Department of Environmental Protection (FDEP). Two sites (ST019 and SS027) have no status because they have been integrated into ST057. While they are listed separately in the IRP table, they are not counted as part of the total number of IRP sites on MacDill AFB.

An area of suspected contamination in the electric, potable water, natural gas, and wastewater utility corridors was identified at the construction site for the new Junior Non-Commissioned Officer's (NCO) Housing Project-Phase I. The IRP

site designation is AOC83. Approximately 1,600 tons of soil was removed for offsite disposal in May 1999. Further excavation and removal will be necessary.

Air Quality. MacDill AFB has been issued an air emissions permit by the Environmental Protection Commission of Hillsborough County. The regulated emissions at MacDill AFB include JP-8 tanks, an additive storage tank, steam-generating boilers, liquid oxygen/nitrogen generators, spray paint booths, and a bead-blasting booth. Air quality issues should not affect the utility corridors.

Asbestos Containing Materials (ACM). Several buildings in the utility corridors tested positive for ACM. These include an electrical power substation, two sanitary sewer lift stations, a wastewater treatment facility, and a utility vault. ACM was found in the samples from some of these buildings. Some potable water and wastewater pipelines are made of asbestos cement. Procedures for ACM abatement are contained in the MacDill AFB "Asbestos Management and Operations Plan" (USAF, 1996c).

Drinking Water Quality. Drinking water is supplied to MacDill AFB by the City of Tampa. The supply is routinely tested and consistently reported to meet Primary and Secondary Drinking Water Standards.

Lead-Based Paint (LBP). A majority of buildings that are associated with the electric, potable water, natural gas, and wastewater utilities have not been sampled for LBP. However, due to the age of the buildings, there is a potential for LBP. Positive results for LBP were obtained for two electrical substations, a water pump station, and two sanitary sewer lift stations. Procedures for handling LBP contaminated surfaces are contained in the MacDill AFB Lead-Based Paint Management Plan.

Medical/Biohazardous Waste. Medical or biohazardous waste is stored in Building 686 located behind the hospital. It is collected and disposed of by an off-site contractor.

Ordinance. Munitions are stored in storage igloos in the 800 series buildings, and they are all in the electric utility corridor. The land surrounding these buildings is included in IRP site ST037 and include the electric, potable water, and wastewater utility corridor. Chemical warfare storage and training took place at the southern end of the Base. Mustard gas and other unknown agents were stored at the toxic gas yard, and used at the gas obstacle course. The electric, potable water, and wastewater utility corridors are affected. IRP site LF011 is a Chemical Munitions Landfill, and the electrical utility is present at this location. The area is restricted, and no admittance is allowed. The small arms firing range is located at Building 801, and the potable water utility is associated with this site.

Pesticides. Pesticides are used around the buildings, fence lines, and on the golf course at MacDill AFB in accordance with manufacturer's instructions.

Chlordane was used prior to 1982 on grasses, and around and under structures according to manufacturers' instructions.

Polychlorinated Biphenyls (PCBs). The majority of the transformers at MacDill AFB that contained PCB oil were removed and replaced with transformers containing non-PCB oil. A transformer located inside Building 501 was retrofilled in place, and no spills were reported. The removed transformers were stored at area 1075 for ultimate off-site disposal. Installation-wide sampling for PCBs was completed in 1988. Based on the survey several PCB containing transformers were found and replaced. Currently, all transformers and switchstations are reported to be PCB-free.

Radon. A radon survey conducted in 1987 determined that radon is not a concern at MacDill AFB (USAF, 1987).

Radiological Substances. No radioactive waste is generated or stored on the Base according to an interview with 6 AMDS/SGPB. There are several facilities that use instrumentation that contain radioactive materials. There have been no reported spills of radioactive substances in the utility corridors.

Cultural Resources. There are 45 significant historic sites (facilities) that are eligible as a district in the National Register of Historic Places (NRHP) within the electric, potable water, natural gas, and wastewater utility corridors at MacDill AFB. There are two identified prehistoric sites in the electric, potable water, and wastewater utility corridors. Both are eligible for listing in the NRHP.

Threatened and Endangered Species and Critical Habitats. The southeastern American kestrel, burrowing owl, and gopher tortoise have previously been observed on the Base. The majority of the wildlife species are located in or around the mangrove or forested upland communities at MacDill AFB.

There are two bald eagle's nests located on the Base. The electrical, potable water, natural gas, and wastewater utility corridors all transect the clear zones around the nests. Construction and maintenance to the lines is required to take place outside the nesting season that runs from May 15 to October 1. Emergency repairs during those times must be coordinated with the United States Fish and Wildlife Service (USFWS).

Wetlands. An United States Army Corps of Engineers (USACE) certified wetland delineator indicated wetlands at MacDill AFB cover approximately 1,195 acres around the southern and western perimeter of the Base (USAF, 1998d). The potable water utility corridor was observed transecting the mangrove wetlands at Catfish Point Place and Marina Bay Drive. The utility corridors for electric, natural gas, and wastewater all transect portions of the wetlands on Base. An Environmental Resource Permit (ERP) will be needed for any new utility construction in a wetland. Routine line maintenance does not require a permit.

Floodplain. The 100-year floodplain at MacDill AFB covers 80 percent of the Base. Large portions of all of the utility corridors at MacDill AFB are in the floodplain.

Landslide/Sinkholes. Landslides are not a concern at MacDill AFB due to the incremental change in elevation at the Base. According to a report provided by MacDill AFB, sinkhole activity is minimal with only one identified during a 1985 study (Beck et al., 1985; USAF, 1995a).

Seismic Conditions. According to the Florida Geological Survey (1991), the State of Florida is in a region that is classified as stable.

Water Rights. There are no water rights issues identified regarding the privatization of the utilities at MacDill AFB.

Prime and Unique Farmlands, Timberlands, or Mineral Resources. There are no prime and unique farmlands, timberlands, or mineral resources identified at MacDill AFB.

ADJACENT PROPERTY FINDINGS

The majority of the properties adjacent to the subject properties consist of industrial, commercial, residential, open land, and the airfield at MacDill AFB. With the exception of United States Special Operations Command (USSOCOM), all properties were visually inspected within Base boundaries and interviews were conducted for properties that may store hazardous materials and/or petroleum products, or waste.

The VSI found visual evidence of storage of hazardous substances and petroleum and its derivatives on adjacent properties on MacDill AFB. A review of Base records also located several IRP sites adjacent to the utility corridors at MacDill AFB.

Hazardous Substances. Hazardous materials commonly used at MacDill AFB include organic solvents, chlorine, freon, paints, thinners, oils, lubricants, adhesives, compressed gases, pesticides, herbicides, nitrates, and chromates. Types of hazardous waste generated at MacDill AFB include spent batteries, solvents, waste oil, waste fuels, and paint wastes. There are 49 locations considered adjacent properties where hazardous materials are stored, and 46 locations where hazardous waste is stored at MacDill AFB. There were no environmental concerns regarding hazardous materials or waste storage noted during the VSI.

Petroleum Substances. The types of petroleum substances used at MacDill AFB in the adjacent properties include JP-8, diesel fuel, gasoline, heating oil, and

hydraulic oil. These petroleum substances are typically stored in 55-gallon drums, USTs, or ASTs that are near their point of use.

There are 12 petroleum compliance sites administered under FAC 62-777, and they are adjacent to the electric, potable water, natural gas, and wastewater utility corridors. Also, there are five adjacent used oil collection sites.

Storage Tanks and Related Systems. According to the 6 CES/CEV, there are 48 USTs and 40 ASTs located in adjacent properties. No documented problems with these tanks were identified in Base files.

Treatment Systems and Components. There are 19 active oil/water separators adjacent to the utility corridors. These oil/water separators discharge to the sanitary sewer system. There are environmental concerns relating to some of the oil/water separator locations. Sixteen of the oil/water separators are included in IRP site SS035. There are a total of 42 oil/water separators in SS035, and they occur adjacent to the electric, potable water, natural gas, and wastewater utility corridors.

There are some local septic tanks, drainfields, and on-site systems in the remote areas of the Base to buildings without wastewater utility service.

Installation Restoration Program (IRP) Sites. There are 17 IRP sites located in properties adjacent to the electric, potable water, natural gas, and wastewater utility corridors. Ten sites are undergoing either confirmation sampling, investigation, or assessment. Four sites require no further action, one site is in long-term monitoring, and two sites are closed. Due to the remoteness of these sites with respect to each of the utility corridors, the potential is low that they could pose an environmental concern.

Air Quality. Air quality issues at adjacent properties would not pose a concern to the utility corridors.

Asbestos Containing Materials (ACM). ACM in adjacent properties would not pose a concern to the utility corridors. Procedures for ACM abatement are contained in the MacDill AFB “Asbestos Management and Operations Plan” (USAF, 1996c).

Drinking Water Quality. The City of Tampa supplies drinking water to MacDill AFB. Water quality meets the standards of the Safe Drinking Water Act.

Lead-Based Paint (LBP). LBP in adjacent properties would not pose a concern to the utility corridors. Procedures for handling LBP containing materials are included in the MacDill AFB “Lead-Based Paint Management Plan” (USAF, 1995d).

Medical/Biohazardous Waste. Medical waste is generated at the MacDill AFB Hospital and Dental Clinic (Building 711). All medical/biohazardous waste is picked up monthly by a contractor for off-site disposal.

Ordnance. There is one case of suspected unexploded ordnance at MacDill AFB. A 500-pound mustard gas bomb may potentially be in the mangroves at the south end of the Base. Efforts to find the bomb have been unsuccessful. Also, the Skeet Range is located in the vicinity of Building 907 adjacent to the electric and wastewater utility corridors.

Pesticides. Pesticides are used only in structures and on the golf course; however, herbicides and mosquito control pesticides are used base-wide. There were no reported incidences of releases of pesticides. There is a record of chlordane use prior to 1982 on the Base.

Polychlorinated Biphenyls (PCBs). With the possible exception of light ballasts, there are no PCBs in adjacent properties. Therefore, PCBs would not pose a concern to the utility corridors.

Radon. Radon test results indicate that it is not a concern at MacDill AFB (USAF, 1987).

Radiological Substances. According to an interview with 6 AMDS/SGPB, Bioenvironmental Engineering, there are no radioactive wastes created or stored on MacDill AFB. Therefore, radiological substances would not pose a concern to the utility corridors.

Cultural Resources. Historic sites/buildings in adjacent properties would not pose a concern to the utility corridors.

Threatened and Endangered Species and Critical Habitats. State- and federally-listed threatened or endangered species or species of special concern may potentially occupy MacDill AFB. The majority of these species occupy the mangrove and forested upland communities. The southeastern American kestrel, burrowing owl, and gopher tortoise have previously been observed on the Base.

There are two bald eagle's nests located on the Base. Portions of the clear zones around the nests are adjacent to the electric, potable water, natural gas, and wastewater utility corridors. Any construction activities in the clear zones must take place outside the nesting season that runs from May 15 through October 1. Coordination with the USFWS must occur prior to any activities within the clear zones.

Wetlands. A jurisdictional delineation performed by an USACE certified wetland delineator indicated that wetlands cover approximately 1,195 acres around the southern and western perimeter of the Base. Parts of the electrical,

potable water, natural gas and wastewater utility corridors transect small portions of the wetlands along Bayshore Boulevard and other areas of the Base. However, most of the wetlands are considered adjacent to the utility corridors. Future construction plans for the utility systems should include a specific jurisdictional wetland survey to identify all potential wetland impacts to the adjacent property.

Floodplain. Eighty percent of the land at MacDill AFB is located in the floodplain. However, floodplains in adjacent properties would not pose a concern to the utility corridors.

Landslide/Sinkholes. Landslides are not a concern at MacDill AFB or the adjacent properties due to the incremental change in elevation at the Base and surrounding area. According to a report provided by MacDill AFB, sinkhole activity is minimal (USAF, 1995a).

Seismic Conditions. According to the Florida Geological Survey (1991), the state of Florida is in a region that is classified as stable.

Water Rights. Water rights issues in the adjacent properties would not pose a concern to the utility corridors.

Prime and Unique Farmlands, Timberlands, or Mineral Resources. There are no identified prime and unique farmlands, timberlands, or mineral resources in properties adjacent to the utility corridors.

PROPERTY CATEGORIZATION

As previously described, the majority of the electric, potable water, natural gas, and sanitary sewer utility corridors are classified as Category 1. However, a number of areas are ranked in higher categories. Areas in the vicinity of eleven IRP sites are classified as Category 2, and areas in the vicinity of six IRP sites are classified as Category 3. There are no utility systems classified as Category 4. Areas in the vicinity of seven IRP sites are classified as Category 5, and areas in the vicinity of sixteen IRP sites are classified as Category 6. There are no utility systems classified as Category 7 at MacDill AFB. Properties classified as Categories 1 through 4 are eligible for transfer.